

EXHIBIT D

RE: WA: Individual Claimants v. Yax Ecommerce - Case 01-24-0003-2735: AAA renewed Request for Respondent's Initiation Fee by November 22, 2024

1 message

AAA Tacy Zysk <TacyZysk@adr.org>

Fri, Nov 15, 2024 at 11:38 AM

To: Nico Banks <nico@bankslawoffice.com>, "ryan@carroll.holdings" <ryan@carroll.holdings>

Cc: Josh Stein <josh.stein.esq@gmail.com>, "richard nerviglaw.com" <richard@nerviglaw.com>

Dear Parties,

This confirms Respondent's Initiation Fee remains due and payable to AAA.

In light of the Court Order submitted by Claimants, we are allowing Respondent Yax Ecommerce until **November 22, 2024** to remit the past due Initiation Fee totaling **\$8,125** to AAA. Respondent's invoice is attached here. Any dispute a party may have, including but not limited to the proper assessment of AAA's fees, assessment of arbitrator compensation, and the AAA's determination of Rules, may be raised to an arbitrator for final determination upon AAA's receipt of the Initiation Fee.

Absent receipt of Respondent's payment by **November 22, 2024**, the AAA will decline to administer these arbitrations, and we will issue a closing letter to the parties confirming our determination at that time.

Sincerely,

Please note during the week of November 25 (Thanksgiving Week 2024), the AAA will operate with a reduced staff as we look to provide time for the AAA team to disconnect and recharge. To ensure continuity of service, a dedicated team will be available to provide emergency, deadline-driven services as needed. Thank you, and we wish you a joyful Thanksgiving Holiday among friends and family.

**AAA Tacy Zysk**
Assistant Vice PresidentAmerican Arbitration Association
T: 401 431 4711 E: TacyZysk@adr.org
1301 Atwood Ave, Suite 211N, Johnston, RI 02919
adr.org | icdr.org | aaamediation.org

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From: Nico Banks <nico@bankslawoffice.com>**Sent:** Thursday, November 14, 2024 3:27 PM**To:** AAA Tacy Zysk <TacyZysk@adr.org>**Cc:** ryan@carroll.holdings; Josh Stein <josh.stein.esq@gmail.com>; richard nerviglaw.com <richard@nerviglaw.com>; Mass Arbitration Intake <massarbintake@adr.org>**Subject:** Re: WA: Individual Claimants v. Yax Ecommerce - Case 01-24-0003-2735: AAA Request for Respondent's Comments***** External E-Mail – Use Caution *****

Tacy,

Following up on this, can you please confirm that the fees for the mass arbitration remain due and payable, as stated in AAA's previous correspondence? Can you please also advise as to when AAA will issue a "decline to administer" letter?

Regards,

Nico Banks, Esq.

Banks Law Office, P.C.

Pronouns: he/him

Tel.: 971-678-0036

712 H St NE,

Unit #8571,

Washington, DC 20002

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On Tue, Nov 5, 2024 at 4:39 PM Nico Banks <nico@bankslawoffice.com> wrote:

Thank you very much, Tacy. I just want to add that in previous correspondence, AAA repeatedly stated to the parties that administrative fees will: “remain due and payable in the event the cases are closed due to [...] withdrawal.” So, I confess to being a little bit confused as to why administrative fees would need to be assessed against Respondent. My understanding is that those fees have already been due for more than six months, which is why we think the AAA should promptly write a “decline to administer” letter.

Nico Banks, Esq.

Banks Law Office, P.C.

Pronouns: he/him

Tel.: 971-678-0036

712 H St NE,

Unit #8571,

Washington, DC 20002

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On Tue, Nov 5, 2024 at 1:03 PM AAA Tacy Zysk <TacyZysk@adr.org> wrote:

Dear Parties,

This confirms that Yax ECommerce was previously represented by Lloyd and Mousilli in the above matter. However, on October 21, 2024, Lloyd and Mousilli withdrew their representation of Yax E-Commerce, and provided Ryan Carroll (Ryan@carroll.holdings) as the party-contact for Yax in this matter moving forward. As such, we have removed Lloyd and Mousilli from this correspondence, and have included Ryan Carroll here.

An Administrative Conference Call was held on October 22, 2024. Attorney Nico Banks appeared for the Individual Claimants. Respondent Yax ECommerce did not appear on the call. Tacy Zysk was present for AAA.

Attorney Banks' below characterization of the October 22, 2024 conversation is accurate, and Claimants' request for AAA to re-open this mass arbitration caseload previously closed on June 10, 2024, and to proceed with case administration is noted.

At this time, we are asking for Respondent Yax E-Commerce's response to the Claimants' below request. Respondent is directed to provide their comments to AAA and opposing counsel on or before **November 12, 2024**.

Upon receipt of Respondent's comments or upon the lapsing of the deadline, the AAA will make a determination on Claimant's request to reopen the caseload and will inform the parties of next steps, which may include the assessment of the appropriate AAA administrative fees.

Finally, we wish to remind the parties that although AAA is in receipt of Claimants' Initiation Fee for these arbitrations, Yax Ecommerce did not previously pay its portion of Administrative fees, and the caseload was subsequently closed. In the event this caseload is reopened, Respondents will be assessed the appropriate Administrative fees.

Sincerely,



AAA Tacy Zysk

Assistant Vice President

American Arbitration Association

T: 401 431 4711 E: TacyZysk@adr.org

[1301 Atwood Ave, Suite 211N, Johnston, RI 02919](#)

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From: Nico Banks <nico@bankslawoffice.com>

Sent: Tuesday, October 22, 2024 3:02 PM

To: AAA Tacy Zysk <TacyZysk@adr.org>

Cc: Elizabeth Revere <beth@lloydmousilli.com>; Allauna Gluski <allauna@lloydmousilli.com>; Mass Arbitration Intake <massarbintake@adr.org>; richard nerviglaw.com <richard@nerviglaw.com>; Josh Stein <josh.stein.esq@gmail.com>; Disputes - Team Blue <disputes@lloydmousilli.com>

Subject: Re: WA: Individual Claimants v. Yax Ecommerce - Case 01-24-0003-2735: Motion to Withdraw as Counsel

*** External E-Mail – Use Caution ***

Tacy,

Thank you for the conference this morning. As discussed on the call, Claimants are requesting a determination regarding the arbitrability of all claims in this mass arbitration that arise from the contract filed in conjunction with the arbitration demands. To be sure, there is an issue unique to the California Claimants: whether California Code of Civil Procedure 1281.97 applies (which would mean that Respondent had waived its right to arbitrate).

But the main issue is common to all Claimants: that Yax has still failed to pay its arbitration fees--or register its consumer contract--more than six months after this mass arbitration was filed. For that reason, AAA should decline to administer the matter. Claimants have always maintained that this is an urgent matter, and we respectfully submit that it is unjust to continue delaying the administrative determination to decline to administer the matter.

Please note that AAA has already made its preliminary determination that the consumer arbitration rules apply to this matter. See the attached letter from AAA. Moreover, AAA rules expressly state that the fact that the contract purports to incorporate the commercial arbitration rules is of no moment. See R-1 (stating that the consumer arbitration rules apply if "the arbitration agreement is contained within a consumer agreement, as defined below, that specifies a particular set of rules other than the Consumer Arbitration Rules.").

Please don't hesitate to let me know if there's anything else I can do.

Thanks,

Nico Banks, Esq.

Banks Law Office, P.C.

Pronouns: he/him

Tel.: 971-678-0036

[712 H St NE,](#)

[Unit #8571,](#)

[Washington, DC 20002](#)

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On Tue, Oct 22, 2024 at 9:48 AM AAA Tacy Zysk <TacyZysk@adr.org> wrote:

Dear Counsel,

AAA will still hold the call today at 2:00 pm today. We will be discussing the status of this previously closed mass arbitration caseload, and the next steps for the *Isabel Ramos* case in light of the provided Court Order.

Telephone: (855) 633-2040

Security Code: 2298142#

Inasmuch as they are withdrawing their representation of Yax, Lloyd & Mousilli is not required to appear on the call. **However, we do ask that Lloyd & Mousilli inform Respondent Yax that this administrative conference call is taking place so they may have an opportunity to attend.** We note the call is administrative in nature and we will not be entertaining new arguments, but will instead be discussing what is required by AAA at this time in order for the disputed issue to be raised to and decided by an arbitrator.

Finally, should Yax not be able to attend today, please note the call will still go forward, and we will memorialize our discussion in an email to the parties. As such, we ask that Lloyd & Mousilli confirm Respondent Yax Ecommerce's contact information for any future communications, including their mailing address and the last/best known email address. We request Lloyd & Mousilli to please provide Yax's contact information to AAA and opposing counsel as soon as possible and no later than the close of business today, October 22, 2024.

Thank you,



AAA Tacy Zysk

Assistant Vice President

American Arbitration Association

T: 401 431 4711 E: TacyZysk@adr.org

1301 Atwood Ave, Suite 211N, Johnston, RI 02919

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From: Elizabeth Revere <elizabeth.revere@lloyd-mousilli.com>
Sent: Monday, October 21, 2024 7:44 PM
To: Nico Banks <nico@bankslawoffice.com>
Cc: Allauna Gluski <allauna@lloyd-mousilli.com>; Mass Arbitration Intake <massarbintake@adr.org>; AAA Tacy Zysk <TacyZysk@adr.org>; richard nerviglaw.com <richard@nerviglaw.com>; Josh Stein <josh.stein.esq@gmail.com>; Disputes - Team Blue <disputes@lloyd-mousilli.com>
Subject: Re: WA: Individual Claimants v. Yax Ecommerce - Case 01-24-0003-2735: Motion to Withdraw as Counsel

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Hello,

Mr. Banks is incorrect. Lloyd & Mousilli ("**L&M**") is moving to withdraw as counsel in arbitrations and court cases across Florida and Texas. Some of those orders have already been signed.

It is untenable for L&M to continue in representation of a client against that client's wishes. There is no dilatory intent related to the motion to withdraw.

There is no way for L&M to act on behalf of Yax without client authorization. Even if an appearance is made, L&M is without authorization to speak on behalf of Yax at tomorrow's conference.

Please advise as to whether appearance of counsel is required at the conference tomorrow.

Thank you and have a good evening!

Best regards,

Beth Revere, Senior Counsel

Lloyd & Mousilli - Attorneys & Counselors at Law
Main: 512.609.0059 Direct: 281.924.8845
beth@lloyd-mousilli.com
www.lloyd-mousilli.com

On Mon, Oct 21, 2024 at 6:31 PM Nico Banks <nico@bankslawoffice.com> wrote:

Hello,

Claimants respectfully oppose the motion to withdraw. The movant is continuing to represent Yax E-commerce in a number of other actions, so the purported grounds for withdrawing are questionable. Furthermore, the motion is filed on the eve of the conference regarding Claimants' request for AAA to confirm its previous determination that Respondents waived their right to arbitrate by failing to pay arbitration fees. So long as AAA confirms that determination tomorrow, it will not be necessary for Movant to continue representing Yax in this arbitration. Claimants are therefore concerned that the motion may be a dilatory tactic.

Regards,

Nico Banks, Esq.
Banks Law Office, P.C.

Pronouns: he/him

Tel: 971-676-0036

712 H St NE,

Unit #8571,

Washington, DC 20002

Case 2:24-cv-02886-WLH-SK

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On Mon, Oct 21, 2024 at 7:02 AM Allauna Gluski <allauna@lloydmousilli.com> wrote:

Good morning,

Please see the attached Motion to Withdraw as Counsel for Respondent.

Best Regards,

Allauna Gluski, Litigation Paralegal

Lloyd & Mousilli - Attorneys & Counselors at Law

Main: 512.609.0059 Direct: 281.832.0674

www.lloydmousilli.com

 **Invoice - Yax Ecommerce Initiation Fee due Nov. 22, 2024.pdf**
16K